## **NH Department of Health and Human Services**

## STANDARD EXHIBIT C

## **SPECIAL PROVISIONS**

- 1. Contractors Obligations: The Contractor covenants and agrees that all funds received by the Contractor under the Contract shall be used only as payment to the Contractor for services provided in the furtherance of the previously mentioned covenants.
- 2. Gratuities or Kickbacks: The Contractor agrees that it is a breach of this Contract to accept or make a payment, gratuity or offer of employment in order to influence the performance of the Scope of Work detailed in Exhibit A of this Contract. The State may terminate this Contract if it is determined that payments, gratuities or offers of employment of any kind were offered or received by any officials, officers, employees or agents of the Contractor.
- **3. Retroactive Payments:** Notwithstanding anything to the contrary contained in the Contract or in any other document, contract or understanding, it is expressly understood and agreed by the parties hereto, that no payments will be made hereunder to reimburse the Contractor for costs incurred for any purpose or for any services provided prior to the Effective Date of the Contract.
- **4. Invoices:** The Contractor agrees to submit the following invoices at the following times if requested by the Department:
  - **4.1 Interim Invoices:** Financial invoices shall be submitted containing a detailed description of all costs incurred by the Contractor to the date of the invoice and containing such other information as shall be deemed satisfactory by the Department to justify the rate of payment hereunder.
  - **4.2 Final Invoice:** A final invoice shall be submitted within thirty (30) days after the end of the term of this Contract.